

From:

Date: 01/08/2023

Valeriya Yanchuk  
 Neuburg 1  
 CH-6026 Zug (LW)

RECEIVED

JAN 18 2023

U.S. BANKRUPTCY COURT, SDNY

To:

U. S. Bankruptcy Court  
 Southern District of New York  
 One Bowling Green  
 New York, NY 10004

Reference: Complaint against discharge from debt.

Dear Sir or Madam,

the dollar amount in Demand USD 1516.55  
 (form 1040) results from the top price of BTC  
 in 2022 for 0.03144154 BTC\*

That I invested in interest account of Nuri app  
 (ex Bitwala) in 2021.

While investing, you did not see a direct connection  
 to now bankrupt Celsius LLC in the Nuri investing  
 app (Nuri app closed in 2022, December);  
 in a screenshot I already sent in a proof of Claim  
 in 2022 you see the connection to Celsius in the  
 app on 10/32/2022, when the trial to withdraw  
 money failed: "call to Celsius API failed".

Kind regards, Valeriya Yanchuk

Enclosed: - official form 410 that is stamped as received  
 on 11/16/2022 with included documents that provide proof  
 - filled and signed form 1040 (form to set off adversary)

Valeriya Yanchuk  
Newburgh 1  
CH-6026 Rain (LLC)

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JAN 18 2023

U.S. BANKRUPTCY COURT, SDNY

To:

U. S. Bankruptcy Court  
Southern District of New York  
One Bowling Green  
New York, NY 10004

Reference: Complaint against discharge from debt.

Dear Sir or Madam,

the dollar amount in Demand USD 1516.55 (form 1040) results from the top price of BTC in 2022 for 0.03144154 BTC \* that I invested in interest account of Nuri app (ex Bitwala) in 2021.

While investing, you did not see a direct connection to now bankrupt Celsius LLC in the Nuri investing app (Nuri app closed in 2022, December); in a screenshot I already sent in a proof of claim in 2022 you see the connection to Celsius in the app on 10/22/2022, when the trial to withdraw money failed: "call to Celsius API failed".

Kind regards, Valeriya Yanchuk

Enclosed: - official form 410 that is stamped as received on 11/16/2022 with included documents that provide proof - filed and signed form 1040 (form to set off adversary proceeding) - 1C (ten) international response coupons and envelope with recipient

Fill in this information to identify the case:

Debtor 1	Celsius Network LLC
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the: Southern District of New York	
Case number 22-10964	

Official Form 410

## Proof of Claim

Claim No. 10154  
Initials: U

**COPY**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

#### 1. Who is the current creditor?

Valeriya Yanchuk

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

#### 2. Has this claim been acquired from someone else?

No

Yes. From whom? \_\_\_\_\_

#### 3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Yanchuk, Valeriya

Name \_\_\_\_\_

1, Neubuergle (in Switzerland, CH)

Number \_\_\_\_\_ Street \_\_\_\_\_

Rain LU 6026

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone 0041782317107

Contact email valeriayanchuk7@gmail.com

#### Where should payments to the creditor be sent? (if different)

Yanchuk, Valeriya

Name \_\_\_\_\_

1, Neubuergle (in Switzerland, CH)

Number \_\_\_\_\_ Street \_\_\_\_\_

Rain LU 6026

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone 0041782317107

Contact email valeriayanchuk7@gmail.com

#### 4. Does this claim amend one already filed?

No

Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on

MM / DD / YYYY

#### 5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim? \$ _____	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?  Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.	  <u>BTC interest account on Nuri App (former Bitwala app)</u>
9. Is all or part of the claim secured?  <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____	  <b>Basis for perfection:</b> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____	  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____	
  <b>Annual Interest Rate (when case was filed)</b> _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?  <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?  <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check one: <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a). <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. 
	<b>Amount entitled to priority</b> \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it.**  
**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.**

**18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/30/2022  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	Valeriya	Yanchuk
	First name	Middle name
Title	Last name	
Company	_____	
Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1, Neubuergle (in Switzerland, CH)	
	Number	Street
	Rain	LU 6026
Contact phone	City	State ZIP Code
	0041782317107	Email <u>valeriayanchuk7@gmail.com</u>

Print

Save As...

Add Attachment

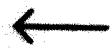
Reset

## 10/30/2022, Proof of Claim by Kreditor V.Yanchuk against Celsius Network LLC, case number: 22-10964

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### Content:

- Proof of Claim (22-10964).
- Screenshot Nuri App: “Call to Celsius API Failed” (10/22/2022).
- List of transactions for tax statement 2021 (Nuri App former Bitwala).
- E-Mail dated 10/18/2022 “Closure of Your Nuri Account” from “Team Nuri”.
- Special Terms&Conditions. Crypto Interest Account powered by Celsius Network. (Status: March 27, 2020)



## Bitcoin Interest Account

# Withdraw Bitcoin

To Bitcoin Wallet ▾

MAX

**611.60 €**



~ 0.03144154 BTC

✗ CALL TO CELSIUS API FAILED

Next

### Aufstellung der Bestände und Bestandsveränderungen 2021

Ticker	Name	ITIN	Bestand 01.01.2021	Zurkuss 2021	Abschluss 2021	Bestand 31.12.2021	Holdings in EUR 31.12.2021	Dataquelle
BTC	Bitcoin	TP3B-248NQ	0,00000000	0,07422405	0,07390877	0,00031528	12,84	generic
ETH	Ethereum	T22F-QJGB-N	0,00000000	2,16250377	0,11291475	2,04959902	6,636,11	generic
EUR	Euro	CSXM-58P6-2	0,00000000	0,00000000	966,25000000	-966,25000000	-966,25	generic

Ticker	Name	ITIN	Bestand 01.01.2021	Zurkuss 2021	Abschluss 2021	Bestand 31.12.2021	Holdings in EUR 31.12.2021	Dataquelle
BTC	Bitcoin	TP3B-248NQ	0,00000000	0,07422405	0,07390877	0,00031528	12,84	Bitwala
ETH	Ethereum	T22F-QJGB-N	0,00000000	2,16250377	0,11291475	2,04959902	6,636,11	Bitwala
EUR	Euro	CSXM-58P6-2	0,00000000	966,25000000	-966,25000000	-966,25	Bitwala	Bitwala

### Summenaufstellung Einkünfte aus privaten Veräußerungsgeschäften 2021

		Innehalt der Jahresfinanzierungsverpflichtung Veräußerungsgeschäfte i.S.d. § 23 EStG			Aufenthalts der Jahresfinanzierungsverpflichtung Veräußerungsgeschäfte i.S.d. § 23 EStG		
Account	Datenquelle	Kursgewinne in EUR	Kursverluste in EUR	Ergebnis in EUR	Kursgewinne in EUR	Kursverluste in EUR	Ergebnis in EUR
generic	Bivalia	0.00	0.00	0.00	606.19	65.47	540
	Summe Steuerjahr 2021	0.00	0.00	0.00	606.19	65.47	540

## Einzeltransaktionsaufstellung 2021

Datenquelle		Account		Asset		INN				
ID	Datum	Art	Vereinfacht ID	Eingang	Ausgang	Gebühren in EUR	Anschaffungskosten in EUR	Veräußerungspreis in EUR	Veräußerungsgewinn in EUR	Halter der Kursgewinn-/Verlust
1	05.05.2021 08:50:36	Kauf	38	0,00212812 BTC		99.01000000 EUR	99.01000000 EUR	99.01000000 EUR	0,00	0,00
2	17.05.2021 15:41:21	Kauf	40	0,00138534 BTC		49.50000000 EUR	49.50000000 EUR	50.00	0,50	0,00
3	31.05.2021 16:33:51	Kauf	42	0,00161517 BTC		49.50000000 EUR	49.50000000 EUR	50.00	0,50	0,00
4	02.06.2021 11:07:26	Kauf	44	0,00161225 BTC		49.50000000 EUR	49.50000000 EUR	50.00	0,50	0,00
5	03.06.2021 16:31:51	Kauf	46	0,00158578 BTC		50.50000000 EUR	50.50000000 EUR	50.50	0,00	0,00
6	09.06.2021 14:07:17	Kauf	48	0,00250427 BTC		247.77000000 EUR	247.77000000 EUR	247.77000000 EUR	0,00	0,00
7	28.06.2021 10:04:33	Einzahlung		0,00961177 BTC		2,48	250,25	250,25	0,00	0,00
8	28.06.2021 11:05:18	Auszahlung		0,01658797 BTC		278,87	0,00	0,00	0,00	0,00
9	05.05.2021 08:50:36	Kauf	0,00212512 BTC		99.01000000 EUR	99.01000000 EUR	100,00	61,66	-38,34	54
10	17.05.2021 15:41:21	Kauf	0,00136334 BTC		49.50000000 EUR	49.50000000 EUR	50,00	39,56	-10,44	41
11	31.05.2021 16:33:51	Kauf	0,00161517 BTC		49.50000000 EUR	49.50000000 EUR	50,00	46,86	-3,14	27
12	02.06.2021 11:07:26	Kauf	0,00161225 BTC		49.50000000 EUR	49.50000000 EUR	50,00	46,78	-3,22	25
13	03.06.2021 16:31:51	Kauf	0,00158578 BTC		50.50000000 EUR	50.50000000 EUR	51,00	45,43	-5,57	24
14	09.06.2021 14:07:17	Kauf	0,00830631 BTC		242,00247978 EUR	242,00247978 EUR	244,42	241,00	-3,43	18
15	28.06.2021 11:05:18	Gebühr		0,00009698 BTC		2,87	2,87	2,87	0,00	0,00
16	09.06.2021 14:07:17	Kauf	0,00009698 BTC		2,88376011 EUR	2,88376011 EUR	2,91	2,87	-0,04	18
17	26.06.2021 11:09:18	Einzahlung		0,01658695 BTC		48,15	0,00	0,00	0,00	0,00
18	22.07.2021 10:34:03	Kauf	52	0,00108793 BTC		29,70000000 EUR	29,70000000 EUR	30,00	0,00	0,00
19	05.08.2021 12:51:22	Kauf	54	0,00154270 BTC		49,50000000 EUR	49,50000000 EUR	50,00	0,50	0,00
20	08.10.2021 17:08:18	Kauf	58	0,00073280 BTC		34,55000000 EUR	34,55000000 EUR	35,00	0,35	0,00
21	12.10.2021 08:38:37	Kauf	60	0,00128379 BTC		64,36000000 EUR	64,36000000 EUR	65,00	0,64	0,00
22	12.10.2021 10:55:53	Auszahlung		0,02828274 BTC		1.308,22	0,00	0,00	0,00	0,00
23	09.06.2021 14:07:17	Kauf	0,00009698 BTC		2,88376011 EUR	2,88376011 EUR	2,91	4,92	2,01	124
24	28.06.2021 10:04:33	Einzahlung		0,00963117 BTC		278,87	478,24	199,37	106	-
25	28.06.2021 11:09:18	Einzahlung		0,01658199 BTC		481,11	825,05	343,95	105	-
26	12.10.2021 10:55:53	Gebühr		0,00009598 BTC		0,00	0,00	0,00	0,00	0,00
27	28.06.2021 11:09:18	Einzahlung		0,02828274 BTC		1.308,22	0,00	0,00	0,00	0,00
28	12.10.2021 10:56:09	Einzahlung		0,02828274 BTC		0,17	0,30	0,12	105	-

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ID	Datum	Art	Venkt mitID	Anzahl	Eingang	Ausgang	Gebüh in EUR	Anschaffungs- kosten in EUR	Veräußerungs- preis in EUR	Veräußerungs- gewinn in EUR	Haltedauer	Stakevoluumen
					Asset	Asset						
36	06.09.2021 15:20:15	Gebühr			0.00254100 ETH		0.00254100 ETH		8.45	0.00		
37	06.09.2021 15:10:26	Kauf			0.00254100 ETH	0.00254100 ETH	0.00254100 ETH	8.41479988 EUR	8.50	8.45	-0.05	0
<b>Datenquelle:</b> generic												
Account												
Binance												
ID	Datum	Art	Verkäufer mit ID	Anzahl	Eingang	Ausgang	Gebühr in EUR	Anschaffungs- kosten in EUR	Veräußerungs- preis in EUR	Veräußerungs- gewinn in EUR	Haltedauer	Stakevoluumen
38	05.05.2021 09:50:36	Verkauf	1	0.00212512 BTC		99.01000000 EUR						
39	05.05.2021 09:50:36	Gebühr			0.99000000 EUR							
40	17.05.2021 15:41:21	Verkauf	2	0.00136334 BTC		49.50000000 EUR						
41	17.05.2021 15:41:21	Gebühr			0.50000000 EUR							
42	31.05.2021 16:33:51	Verkauf	3	0.00161517 BTC		49.50000000 EUR						
43	31.05.2021 16:33:51	Gebühr			0.50000000 EUR							
44	02.06.2021 11:07:26	Verkauf	4	0.00161225 BTC		49.50000000 EUR						
45	02.06.2021 11:07:26	Gebühr			0.50000000 EUR							
46	03.06.2021 16:31:51	Verkauf	5	0.00156578 BTC		50.50000000 EUR						
47	03.06.2021 16:31:51	Gebühr			0.50000000 EUR							
48	09.06.2021 14:07:17	Verkauf	6	0.00850427 BTC		247.77000000 EUR						
49	09.06.2021 14:07:17	Gebühr			2.48000000 EUR							
50	05.07.2021 17:19:26	Verkauf	31	0.10513116 ETH		198.92000000 EUR						
51	05.07.2021 17:19:26	Gebühr			1.98000000 EUR							
52	22.07.2021 10:34:03	Verkauf	11	0.00108703 BTC		29.70000000 EUR						
53	22.07.2021 10:34:03	Gebühr			0.30000000 EUR							
54	05.08.2021 12:51:22	Verkauf	12	0.00154270 BTC		49.50000000 EUR						
55	05.08.2021 12:51:22	Gebühr			0.50000000 EUR							
56	06.09.2021 15:10:26	Verkauf	34	0.01046319 ETH		34.65000000 EUR						
57	06.09.2021 15:10:26	Gebühr			0.35000000 EUR							
58	08.10.2021 17:08:18	Verkauf	13	0.00073260 BTC		34.65000000 EUR						
59	08.10.2021 17:08:18	Gebühr			0.35000000 EUR							
60	12.10.2021 08:58:37	Verkauf	14	0.00128375 BTC		64.36000000 EUR						
61	12.10.2021 08:58:37	Gebühr			0.64000000 EUR							

### Einzeltransaktionsaufstellung sonstige Einkünfte 2021

ID	Datum	Art	Datenquelle	Account	Eingang	Anzahl	Asset	Wert in EUR
20	18.10.2021 09:27:17	Lending	generic	Bihwala		0.00000792 BTC		
21	25.10.2021 09:28:12	Lending	generic	Bihwala		0.00002652 BTC		
22	01.11.2021 11:31:36	Lending	generic	Bihwala		0.00002053 BTC		
23	08.11.2021 09:27:13	Lending	generic	Bihwala		0.00002054 BTC		
24	15.11.2021 09:26:34	Lending	generic	Bihwala		0.00002056 BTC		
25	22.11.2021 09:28:53	Lending	generic	Bihwala		0.00002057 BTC		
26	29.11.2021 09:24:39	Lending	generic	Bihwala		0.00001796 BTC		
27	06.12.2021 09:26:44	Lending	generic	Bihwala		0.00001797 BTC		
28	13.12.2021 09:23:46	Lending	generic	Bihwala		0.00001798 BTC		
29	20.12.2021 11:30:45	Lending	generic	Bihwala		0.00001800 BTC		
30	27.12.2021 13:22:49	Lending	generic	Bihwala				

Summe: Sieben Jahr 2021



### Erläuterungen zur Einzeltransaktionsaufstellung

Fremdwährungsguthaben und Kryptowährungen stellen nach herrschender Meinung private Wirtschaftsgüter i.S.d. § 23 EStG dar. Dementsprechend führt eine Veräußerung innerhalb der steuerrechtlichen Spekulationsfrist von einem Jahr zu einem steuerbaren Ergebnis aus einem so genannten privaten Veräußerungsgeschäft (vgl. OFD NRW, Kurzinformation ESt Nr. 04/2018 vom 20.04.2018).

Der Tausch von Wirtschaftsgütern steht einer Veräußerung gleich. Der Veräußerungserlös bestimmt sich in diesem Fall nach dem Marktwert des eingehenden Wirtschaftsguts (vgl. BMF-Schreiben vom 25.10.2004, Rz. 43).

Das Veräußerungsergebnis wurde ermittelt als Unterschiedsbetrag zwischen Veräußerungserlös abzüglich Anschaffungskosten. Hierfür wurden sowohl die Anschaffungskosten als auch der Veräußerungserlös im Zeitpunkt des Zu- bzw. Abflusses in Euro umgerechnet. Die für die Anschaffung anfallenden Gebühren wurden zum Abflusszeitpunkt als Anschaffungsnebenkosten in Euro erfasst und mindern damit einen potentiell steuerpflichtigen Gewinn aus einem zukünftigen Veräußerungsgeschäft. Da das Begleichen der Gebührenforderung steuerlich nicht als Veräußerung des entsprechenden digitalen Assets gelten sollte, ist für Privatanleger die Wertveränderung in Euro insoweit nicht als (privates) Veräußerungsgeschäft steuerpflichtig. Der Vollständigkeit halber wurde dieser Betrag separat ausgewiesen, um ihn gegenüber der Finanzverwaltung ggf. offenlegen zu können.

Für die Ermittlung der steuerpflichtigen Einkünfte bei privaten Wirtschaftsgütern wurde das FIFO (First In - First Out) Verbrauchsfolgeverfahren – welches für Fremdwährungen nach § 23 Abs. 1 Satz 1 Nr. 2 Satz 3 EStG obligatorisch ist – zu Grunde gelegt (vgl. FinMin. Hamburg, Erlass vom 11.12.2017 – S 2256-2017/003-52).

Die Summe aller positiven und negativen steuerbaren Veräußerungsergebnisse aus dem Handel mit privaten Wirtschaftsgütern stellt – bei Überschreiten der jährlichen Freigrenze in Höhe von 600 Euro – die steuerpflichtigen sonstigen Einkünfte i.S.d. § 22 Nr. 2 in Verbindung mit § 23 Abs. 1 Satz 1 Nr. 2 EStG dar. Die Summe kann auch negativ sein. Negative Einkünfte aus privaten Veräußerungsgeschäften können nach Maßgabe des § 10d EStG mit positiven Einkünften aus privaten Veräußerungsgeschäften des vorangegangenen oder der nachfolgenden Veranlagungszeiträume verrechnet werden.

Die Einzahlung („deposit“) von Fremdwährungsguthaben bzw. Kryptowährungen – für welche keine historischen Anschaffungskosten vorliegen – wurde als Anschaffungsvorgang zum Marktwert des eingehenden Wirtschaftsguts fingiert.

Bei der Auszahlung („withdrawal“) von Fremdwährung oder digitalen Assets wird unterstellt, dass der Kunde wirtschaftlicher Eigentümer bleibt. Daher wurde bei der Auszahlung von einem steuerneutralen Vorgang ausgegangen. Die für den steuerneutralen Übertrag benötigten historischen Anschaffungsdaten können der Einzeltransaktionsaufstellung entnommen werden. Die für die Auszahlung anfallenden Gebühren in Fremdwährung oder digitalen Assets wurden als nachträgliche Anschaffungskosten berücksichtigt und mindern damit einen potentiell steuerpflichtigen Gewinn aus einem zukünftigen (privaten) Veräußerungsgeschäft. Da das Begleichen der Gebührenforderung steuerlich nicht als Veräußerung des entsprechenden Fremdwährungsbestands bzw. digitalen Assets gelten sollte, sollte für Privatanleger die Wertveränderung in Euro insoweit nicht als (privates) Veräußerungsgeschäft steuerpflichtig sein. Der Vollständigkeit halber wurde dieser Betrag separat ausgewiesen, um ihn gegenüber der Finanzverwaltung ggf. offenlegen zu können.

Sollten Kryptowährungen im Rahmen eines Leihvorgangs („Lending“) zugeflossen sein, wurden diese mit ihrem Marktwert zum Zuflusszeitpunkt als Entgelt für die Überlassung qualifiziert und damit als sonstige Einkünfte im Sinne des § 22 Nr. 3 EStG erfasst. Diese sonstigen Einkünfte sind steuerpflichtig, soweit sie in Summe die jährliche Freigrenze in Höhe von 256 Euro überschreiten. Digitale Assets, welche durch einen der o.g. Sachverhalte zugeflossen sind, führen bei späterer Veräußerung zu keinem (privaten) Veräußerungsgeschäft, da es an einer Anschaffung fehlen sollte (vgl. BMF-Schreiben vom 25.10.2004, Rz. 42f.). Der Vollständigkeit halber wurde dieser Betrag separat ausgewiesen.

Das zugrundeliegende steuerliche Rahmenwerk wird jährlich aktualisiert und wurde vorliegend zuletzt durch eine Big 4 Wirtschaftsprüfungsgesellschaft überprüft.



Mit freundlichen Grüßen

Nuri GmbH



Valeriya Yanonuk <valeriayanchuk7@gmail.com>

## Closure of Your Nuri Account

1 Nachricht

Team Nuri <noreply@nuri.com>  
An: valeriayanchuk7@gmail.com

18. Oktober 2022 um 12:11

[Open in browser.](#)

**Hi Valeriya,**

We regret to inform you that Nuri is closing down due to insolvency. We hereby terminate our business relationship with you pursuant to Section 15 (1) of the General Terms and Conditions of **Nuri** with effect to the end of **18/12/2022** ("Closure Date"). This means that your Nuri account and your bank account will be closed by the Closure Date and can then no longer be used by you.

You'll have access and will be able to withdraw all funds until the above-mentioned date. **All assets in your Nuri account are safe and unaffected by Nuri's insolvency.**

As part of the termination process, our Partner **Solarisbank AG** ("Solarisbank") terminates the business relationship with you based on Section 19 paragraph 1 of our Solarisbank's General Terms and Conditions (GTC). All of your other banking arrangements will be cancelled and closed by the Closure Date.

If you've opened a Bitcoin Wallet or Ethereum Wallet through Nuri and thereby established a business relationship with our partner **Solaris Digital Assets GmbH** ("SDA"), SDA also terminates the entire business relationship with you in due time pursuant to section 22.2 of SDA's Conditions for Crypto Custody Services with effect to the Closure Date.

If you've registered for Nuri Pots through Nuri and thereby established a business relationship with our partner **Bankhaus von der Heydt** ("BvdH"), your business relationship with BvdH will end automatically with the termination of your contract with Nuri, as laid down in section 14.2 of BvdH's terms and conditions for crypto custody. We will inform BvdH about the termination.

Assets held in the Bitcoin Interest Account are unaffected by Nuri's closure as they are subject to a separate business relationship with **Celsius Network LLC** ("Celsius") and form direct claims against Celsius. Any claims you may wish to file against Celsius are independent of your Nuri account and its closure.

Please note the following information:

- After the above Closure Date, you will no longer be able to access the Nuri apps. Therefore, we recommend you to **withdraw all your accessible funds held in your Nuri account** until the Closure date.
- If your Nuri Bitcoin Wallet or Ethereum Wallet has a balance of digital assets, we strongly recommend that you transfer any balance to another account or withdraw it before the Closure Date, as your Wallet will be closed and can no longer be used by you.
- We've partnered with **Vivid Money GmbH** ("Vivid"), a long standing Berlin-based provider of a mobile crypto and banking app, to support you in the continuation of your daily financial management and trading. Vivid welcomes Nuri users with an exclusive offer, easy funds, and assets transfers. Find more information about **how to transfer to Vivid here** and within your Nuri app.
- Solarisbank reserves the right to restrict trading of cryptocurrencies via the Nuri apps even before the closure date, so we recommend that you transfer your bitcoin and/or ether from your Nuri Wallet to an external wallet provider or exchange your bitcoin and/or ether into euros as early as possible.
- The insolvency of Nuri doesn't affect the ownership of the coins held in the Nuri Vaults. However, we advise you to withdraw all funds to an external wallet or cryptocurrency

provider, as the access to the Vaults via the Nuri apps will only be available until the Closing Date.

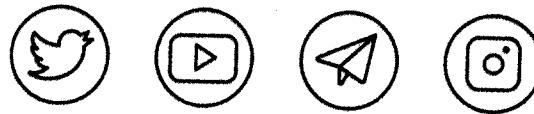
- Please make sure that you transfer any account balance to another account by the closure date or withdraw them at an ATM with your Nuri Visa debit card. You'll be able to create SEPA transfers via the Nuri apps and use your debit card until the closure date.
- Please make sure to withdraw all your Nuri Pot investments by selling the assets via the Nuri app until 01/12/2022. If investments are not removed, these will be automatically sold and credited to your Nuri bank account in Euro on 02/12/2022. You will then be able to access and withdraw these funds from your Nuri bank account **but only until the Closure Date.**
- We recommend that you also inform parties from whom you expect to receive incoming SEPA transfers or crypto transactions about the closure of your account and wallets, and inform them of your new bank details.
- Starting on the Closure Date, direct debits will no longer be cleared by Solarisbank, but will be returned to the originator. Existing standing orders will also be deleted.
- If, for any reason, your account has a negative balance, we urge you to top up the balance immediately. If we don't receive the full payment by the Closure Date, your claim may be handed over to an external collection agency for further processing.
- We urge you to download all your account statements before the Closure Date. After this date, statements will not be able to be downloaded via the app or provided by Nuri.

We and our partners thank you for choosing Nuri and are sorry that we have to terminate the business relationship with you and close your accounts.

To give you a more in-depth understanding of the situation and what this means for you, we've prepared **this list of FAQs**.

In case you have any other questions, please feel free to get back to us or check our **Support Centre**.

Best,  
**Team Nuri**



You are getting this message because you signed up to Nuri GmbH.

Nuri GmbH, Prinzessinnenstraße 19/20, 10969 Berlin  
Board of Management | Christoph Iwaniez, Jan Goslicki, Kristina Walcker-Mayer  
Commercial register | HRB173698B, Charlottenburg  
EU VAT ID | DE305362792

## SPECIAL TERMS & CONDITIONS

Crypto Interest Account powered by Celsius Network

### § 1 Scope of application

These special terms and conditions apply to participation in the service Crypto Interest Account, powered by "Celsius Network" (hereinafter the "**Crypto Interest Account**"), which is offered to the customer by Bitwala GmbH, based in Berlin, business address: Ohlauer Str. 43, 10999 Berlin, registered in the Commercial Register of the local court of Charlottenburg under HRB 173698 (hereinafter "**Bitwala**", "we" or "our").

The Crypto Interest Account is offered by Bitwala exclusively on the web application [www.bitwala.com](http://www.bitwala.com) (hereinafter the "**web application**") and the Bitwala mobile application (hereinafter the "**mobile application**") operated by Bitwala, the web application and the mobile application are together also referred to as the "**Bitwala online media**" and individually as the "**Bitwala online medium**".

The scope of application includes the activities of Bitwala as a tied agent of solarisBank AG (hereinafter "**solarisBank**") in relation to the brokerage of the Crypto Interest Account, which is itself and exclusively offered by Celsius Network Limited with its registered office in 35 Great St Helen's, London, EC3A 6AP, United Kingdom, entered in the register under 11198050 (hereinafter "**Celsius Network**").

The General Terms and Conditions (GTC) of Bitwala shall apply in addition to these Special Terms and Conditions. The customer's contractual relationship with solarisBank shall be governed additionally by the General Terms and Conditions of Business of solarisBank and its other terms and conditions. The contractual relationship of the customer with Celsius Network shall be subject to the General Terms and Conditions of Celsius Network (hereinafter: "**Celsius T&C**"), which shall be concluded separately. These are available at <https://celsius.network/terms-of-use/>.

By participating in the Crypto Interest Account the customer accepts the following special terms and conditions as well as the Celsius T&C as binding.

### § 2 Brokerage by Bitwala - Crypto Interest Account of Celsius Network

By offering the Crypto Interest Account, Bitwala brokers transactions via the Bitwala online media for the acquisition and sale of financial instruments within the meaning of section 1 (1a) sentence 2 no. 1 KWG (investment brokerage). In brokering the Crypto Interest Account, Bitwala acts exclusively for the account and under the liability of solarisBank as a tied agent within the meaning of section 2 para. 10 KWG. Bitwala acts as a representative of solarisBank. solarisBank is a CRR credit institution and is supervised by the German Federal Financial Supervisory Authority (BaFin) and the European Central Bank (ECB).

solarisBank has notified BaFin of its assumption of liability. Bitwala has been entered in the public register of tied agents, which can be viewed on the website of BaFin (<https://portal.mvp.bafin.de/database/VGVInfo/>), as a tied agent of solarisBank.

Bitwala is not entitled to acquire ownership or possession of customer funds or securities.

In the case of the Crypto Interest Account, customers enter into a separate contractual relationship with Celsius Network in which Bitwala is not involved. On this basis, customers can transfer their cryptocurrencies directly to Celsius Network for free disposal. Upon termination of the contractual relationship Celsius Network owes the Customer the transfer of cryptocurrencies in the same number as originally transferred to Celsius Network by the Customer. For the transfer of the cryptocurrencies Celsius Network owes the customer an additional percentage in relation to the number of cryptocurrencies transferred (hereinafter: "Interest").

For the contractual relationship between the customer and Celsius the Celsius Terms and Conditions shall apply (available at <https://celsius.network/terms-of-use/>.)

### **§ 3 Amendments to the Special Terms and Conditions**

Future changes to these Special Terms and Conditions will be announced to the customer on the Bitwala online media at least two months before the proposed date of their entry into force and will be offered to the customer via the e-mail address provided by him.

The customer will be given the opportunity to save or print changes in a legible form. Changes communicated to the customer are considered approved if the customer does not object in writing within the time limit (as described below). Bitwala shall separately inform the customer of this approval effect when notifying the customer.

If the customer does not wish to accept a change offered to him, he must notify Bitwala of the objection in text form within six weeks after the change was offered to him by email. If the customer does not object within the aforementioned period, the changes are considered accepted by the customer.

### **§ 4 Right to participate**

Any natural person who has reached the age of 18 and is permanently resident in the Federal Republic of Germany or in another state of the European Economic Area (EEA) or in Switzerland is eligible to participate. A further requirement is that an existing customer relationship with Bitwala exists and has not been terminated. Bitwala may refuse the participation of persons for material reasons.

### **§ 5 Registration for Participation**

The following steps are necessary for the customer to register to participate in the Crypto Interest Account via the web application or the mobile application:

1. The customer has registered with Bitwala as a customer and has a Bitwala user account and a Bitwala customer wallet according to our Terms and Conditions, which can be found at <https://www.bitwala.com/de/terms-of-service/>.
2. Customers have proven their identity in accordance with solarisBank's requirements for the purpose of opening a customer bank account with solarisBank.

3. The customer opens a Crypto Interest Account and accepts these Special Terms and Conditions and the special risk warnings for the Crypto Interest Account as well as the Celsius T&C.
4. Celsius Network receives the customer data necessary for the identification of the customer by Celsius Network (first name, last name, address, date of birth, etc.). If the customer opens a Crypto Interest Account, Bitwala forwards this customer data to Celsius Network on behalf of the customer for this purpose.

Celsius Network decides whether a customer who has gone through the registration process will be admitted to the Crypto Interest Account. There is no claim for admission to the Crypto Interest Account against either Bitwala or Celsius Network.

## **§ 6 Use of cryptocurrencies for the Crypto Interest Account**

The function of the Crypto Interest account is only available to Bitwala customers via the Bitwala online media. If a customer is accepted by Celsius Network for the Crypto Interest account, the customer can invest the cryptocurrencies available in his wallet through his Bitwala account. After entering his password directly by hand or releasing the password by using his biometric data (Face ID or Touch ID) in his Bitwala account, the customer can transfer his cryptocurrencies to Celsius Network for free use by clicking the "Confirm" button. The interest that Celsius Network pays to the customer for the transfer of cryptocurrencies is calculated on an annual basis (p.a.). Even if the interest rate is shown as an annual interest rate and the calculation of the interest is based on an annual basis, the interest rate is subject to weekly adjustment by Celsius Network. Further details can be found in the Celsius T&C.

Prior to the conclusion of his investment, the customer receives a non-binding preview of the possible returns to be achieved (calculated on a weekly, monthly and annual basis). In the event of a possible change in the interest rate, the interest would be adjusted. The interest is paid out in the cryptocurrency provided by the customer to Celsius Network. Normally, the interest is paid out to a separate Celsius Network pooled wallet (allocated to the customers) every Monday.

Participation in the Crypto Interest Account is voluntary and free of charge for the customer, with the exception of the costs associated with participation via the Internet (usage fee for the Internet connection) and the costs for the transfer of cryptocurrencies within the blockchain (network fee). These costs are to be borne by the customer. This applies to both non mobile and mobile end devices.

## **§ 7 Payment of the provided cryptocurrencies**

Customers have the right to withdraw the payment of a number of cryptocurrencies corresponding to the number of cryptocurrencies provided as well as the earned interest at any time. This is done as follows:

1. The customer clicks on the button "Withdraw" in his dashboard on Bitwala online media.

2. The customer specifies how many of the cryptocurrencies he wants to withdraw (withdraw amount).
3. The customer receives a message about the withdrawal amount, which the customer has to confirm again.
4. If the customer confirms the message about the withdrawal, the payout request is forwarded to Celsius Network and processed there.
5. Finally, Celsius Network pays out the requested withdrawal amount to the customer wallet. Bitwala notifies the customer of this.

## **§ 8 Liability**

Bitwala is not liable for damages incurred by a customer through the use of the Crypto Interest Account brokered by Bitwala. However, this disclaimer of liability does not apply in case of intentional or grossly negligent fault of Bitwala or a vicarious agent. The exclusion of liability also does not apply to damages resulting from injury to life, body or health caused by a breach of duty by Bitwala or a vicarious agent. Furthermore, Bitwala's liability for the violation of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely remains unaffected.

## **§ 9 Final provisions**

The contractual relationship between the customer and Bitwala shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all disputes arising from or in connection with these special terms and conditions is Berlin.

These Special Terms and Conditions are written in German. This is a non-binding English translation.

Status: March 27, 2020

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